

MT LEGISLATIVE HISTORY

Chapter 297 1977

Bill (H) 685 S _____

Original bill & hist. ✓ C

H. Committee on Judiciary

S. Committee on Business & Industries

Hearing Date(s) Feb 14 ✓ C

Hearing Date(s) Mar 12 ✓ C

Feb 15 ✓ C

_____ C

Feb 24 ✓ C

_____ C

_____ C

_____ C

Date Out _____ C

Mar 14 ✓ C

Did this bill originate in an interim committee? ____ Yes ____ No

Committee _____

Report _____

JUDICIARY COMMITTEE

45th Legislature

Bill No.	Subject Matter	Date In	Sponsor	Hearing Date	Committee Action	Date Out
HB 685	to amend, relating to tenants security deposits to allow deductions for cleaning expenses, etc.	2-7	Fagg	Monday 14th	table do pass amended	2-15 2-24
HB 713	Montana marketable title act of 1977	2-7	Ramirez	Monday 14th	do pass as amended	2-15
HB 718	revising definitions & duties under the citizen participation law	2-7	Meloy	Monday 14th	do pass	2-15
HB 719	revise, limit, & standardize travel expense paid from public funds, not including the legislative	2-7	Meloy	Tuesday 15	do pass as amended	2-15
HB 720	revise, limit, etc. travel expense reimbursements paid from public funds by local gvt entities and to change for actual or necessary etc	2-7	Meloy	Tuesday 15	do pass	2-15
SB 119	enable peace officers to retain all privileges & immunities from liability & all pension, insurance when	2-7	Hazelbaker	March 9	concurred in	3-10

1 House BILL NO. 685
2 INTRODUCED BY Fager Ramsey
3
4 A BILL FOR AN ACT ENTITLED: "AN ACT TO AMEND LAWS RELATING
5 TO TENANTS' SECURITY DEPOSITS TO ALLOW DEDUCTIONS FOR
6 CLEANING EXPENSES AND TO DELETE REQUIREMENT FOR VERIFICATION
7 OF THE LIST OF DAMAGES; AMENDING SECTIONS 42-301, 42-303
8 THROUGH 42-305, AND 42-308, R.C.M. 1947."
9
10 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:
11 Section 1. Section 42-301, R.C.M. 1947, is amended to
12 read as follows:
13 "42-301. Definitions. As used in this chapter, the
14 following definitions apply:
15 (1) "Damage" means any and all tangible loss, injury
16 or deterioration of a leasehold premises caused by the
17 willful or accidental acts of the tenant occupying same or
18 by the tenant's family, licensees or invitees, as well as
19 any and all tangible loss, injury or deterioration resulting
20 from the tenant's omissions or failure to perform any duty
21 imposed upon the tenant by law with respect to the
22 leasehold.
23 (2) "Leasehold premises" means the premises occupied
24 by the tenant together with all common areas, recreational
25 facilities, parking areas and storage facilities to which

1 the tenant has access as well as all personal property owned
2 or controlled by the landlord the use of which is permitted
3 to the tenant.

4 (3) "Security deposit" means value given, in money or
5 its equivalent, to secure the payment of rent by the tenant
6 under a leasehold agreement, or to secure payment for damage
7 to and cleaning of the leasehold premises. If a leasehold
8 agreement or an agreement incident thereto requires the
9 tenant or prospective tenant to provide or maintain in
10 effect any deposit to the landlord for part or all of the
11 term of the leasehold agreement, the deposit shall be
12 presumed to be a security deposit."

13 Section 2. Section 42-303, R.C.M. 1947, is amended to
14 read as follows:

15 "42-303. Security deposit — deductions authorized.
16 Any landlord renting property covered by this section may
17 deduct from the security deposit a sum equal to the damage
18 alleged to have been caused by the tenant together with a
19 sum equal to the unpaid rent owing to the landlord at the
20 time of such deduction and a sum for ~~administrative and~~
21 ~~custodial expenses, which expenses shall not exceed one~~
22 ~~percent (1%) of the security deposit~~ actual cleaning
23 expenses. No person may deduct or withhold from the
24 security deposit any amount for purposes other than those
25 set forth in this subsection."

INTRODUCED BILL

Section 3. Section 42-304, R.C.M. 1947, is amended to read as follows:

"42-304. List of damages to leased premises. Every landlord, within thirty (30) days subsequent to the termination of a tenancy or within thirty (30) days subsequent to a surrender and acceptance of the leasehold premises, whichever occurs first, shall provide the departing tenant with a ~~verified~~ written list of any damage and cleaning charges to the leasehold premises which the landlord alleges is the responsibility of the tenant. Delivery of such list shall be accompanied by payment of the difference, if any, between the security deposit and the permitted charges set forth in section 3 [42-303]. Delivery shall be accomplished by mailing the list and refund to the tenant's last known address or the new address provided by the tenant."

Section 4. Section 42-305, R.C.M. 1947, is amended to read as follows:

"42-305. Failure to provide list of damages. Any landlord who fails to provide the departing tenant with a ~~verified~~ written list of damage and cleaning charges as required by section 4 [42-304] shall forfeit all rights to withhold any portion of the security deposit for the damages or cleaning charges."

Section 5. Section 42-308, R.C.M. 1947, is amended to

read as follows:

"42-308. Condition of premises at beginning of lease

~~— verified list—~~ failure to furnish list to tenant.

(1) Any person engaged in the rental of property for residential purposes who requires a security deposit shall furnish to each prospective tenant, prior to execution of a lease or creation of a tenancy, a separate written statement as to the present condition of the premises intended to be let, as well as a copy of the ~~verified~~ written list of damage and cleaning charges, if any, provided to the tenant of the immediately preceding leasehold agreement for the premises in question.

(2) Each written statement of the present condition of a premises intended to be let shall contain, at least, the following:

(a) a clear and concise statement of the present condition of the premises known to the landlord or his agent or which should have been known upon reasonable inspection;

(b) if the premises have never previously been let, a statement indicating such fact;

(c) if any damage to the leasehold premises resulting from the immediately preceding leasehold agreement has not been restored, a statement indicating such fact and setting forth such unrestored damage; and

(d) the signature of the landlord or his agent.

1 (3) Any person engaged in the rental of property for
2 residential purposes who fails to furnish a prospective
3 tenant, prior to the execution of the lease or creation of
4 the tenancy, with a separate written statement of the
5 present condition of the premises intended to be let and, if
6 any, a ~~verified~~ written list of damage and cleaning charges
7 provided to the tenant of the immediately preceding
8 leasehold agreement, shall be barred from recovering any sum
9 for damage to or cleaning of the leasehold premises unless
10 he can establish by clear and convincing evidence that the
11 damage occurred during the tenancy in question and was
12 caused by the tenant occupying the leasehold premises or the
13 tenant's family, licensees or invitees."

-End-

February 14, 1977

Page 3

REPRESENTATIVE ROTH asked of Mr. Searle. Do you feel your department will be less slanted than industry.

We feel that the Department of Natural Resources without a monetary interest would stand a better chance of doing a better job.

There were no other proponents or opponents, and the hearing closed on House Bill 451.

THE HEARING OPENED ON HOUSE BILL #343:

REPRESENTATIVE CONROY, DISTRICT #58:

This is an amendment to existing law. He went on to explain the bill and gave an example of his area needing the amendment.

PROPOSER, CHARLES LUNDBERG, BIG HORN CANYON HIGHWAY ASSOCIATION: He presented a prepared statement to the committee of his testimony. (copy attached) He went on and told of a situation in his area in which as soon as a contract is let an injunction is filed. He talked about the master plan of the Transpark Road, which will be 9.6 miles and cost \$100,000.

PROPOSER, DENNIS LIND, BIG HORN CANYON HIGHWAY ASSOCIATION:

This bill is merely an enactment of what the courts have already said is necessary for a citizens group to bring an action. We are asking at the outset that we know who is making a complaint.

There were no other proponents and no opponents.

REPRESENTATIVE CONROY:

I think they have done a good job on this. The environmentalists are coming in and trying to tell us what we need in Big Horn County.

PETER JACKSON, FRIENDS OF THE EARTH AND MONTANA WILDLIFE FEDERATION AND MONTANA WILDERNESS ASSOCIATION:

Mr. Jackson came in late and asked if he could testify. He mentioned that an injunction can be brought at any time. He discussed the 9th circuit court of appeals and the court action and the injunction.

The hearing closed on House Bill #343.

THE HEARING OPENED ON HOUSE BILL #685:

REPRESENTATIVE FAGG, DISTRICT # 63:

This bill will amend laws relating to tenants' security deposits to allow deductions for cleaning expenses and to delete requirements for verification of the list of damages. He explained what damage as defined in the bill meant and security deposits, etc.

JAMES JONES, ATTORNEY, MONTANA LANDLORDS ASSOCIATION:

Very few tenants are aware of the bill and what it does. It requires that a list of the damages of the last tenant be given to the new

tenant. The list of damages has to be verified and it has to be notarized. It is very impractical because they don't know they have to have it notarized. We want to take out this requirement that it has to be verified. The second part clarifies whether or not cleaning supplies can be included. We must put this in perspective as to what this bill requires. The statute as it was passed in 1974 does provide a protection for the tenant. He talked about this bill affecting the people with low incomes. He mentioned that of the 3,000 landlords in Yellowstone County only 300 belong to the Landlords Association.

PROPONENT, ELDON PISER, PRESIDENT OF MONTANA LANDLORDS ASSOCIATION:
We have set up a grievance committee. He discussed the forms they would be asked to use. He mentioned the small percentage of bad tenants who would probably not be affected by this, and that they did not want to penalize the good tenants.

PROPONENT, ALBERT MILLER, MONTANA LANDLORDS ASSOCIATION:
I do not like the fact of the notary requirement.

PROPONENT, WALTER JACKOVITCH, LEGION OASIS:
There is some problem sometimes in getting the place from the vacated lease. We feel a written list must stand the test of the court and so we feel that that should suffice. We feel the verification is not necessary.

No other proponents.

OPPONENT, TOM COLLINS, MONTANA ASSOCIATION OF REALTORS:
We agree that this bill should be studied. We do recommend that you table it until House Bill 80 is through.

REPRESENTATIVE FAGG:
There is a substantial problem in the area. I would certainly hope that you would act on these.

The hearing closed on House Bill 685.

THE HEARING OPENED ON HOUSE BILL #273:
This would require that unlawful detainer actions filed in justice court be tried within 8 days, unless the defendant applying for a continuance should give an undertaking to the adverse party. If you have a dispute you have a bond in court to pay the rest.

JAMES JONES, MONTANA LANDLORDS ASSOCIATION:
The purpose is to require the justice of the peace to set the case for trial within 8 days. You have to give a 3 day notice. We checked around to see what would be the best way to go about this.

PROPONENT, ELDON PYFER, MONTANA LANDLORDS ASSOCIATION:
A lot of people don't know what the word rent means. He went on to talk about the types of renters and the problems involved.

JUDICIARY COMMITTEE
EXECUTIVE SESSION
February 15, 1977

The House Judiciary Committee held an executive session in room 436, Capitol Building, Helena, Montana at 8:45 p.m. Tuesday, February 15. Chairman Scully presided. All members were present with the exception of Representative Colburn.

Chairman Scully appointed a sub-committee to work on House Bill 462. The following representatives were appointed: Representatives Dussault, Ramirez, Holmes, Roth, Courtney, Seifert and Fudaily.

Representative Ramirez reported on HOUSE BILL #316.

He presented proposed amendments to the committee for their consideration. REPRESENTATIVE RAMIREZ MOVED the adoption of the committee report. The motion carried with all members voting aye. REPRESENTATIVE KEYSER moved do pass as amended. The motion carried with the following representatives voting "no". Representatives Baeth, Courtney, Dussault, Lory and Holmes.

Representative Ramirez moved the adoption of the proposed amendments to HOUSE BILL 672:

The suggested amendments concerned the title, pages 4 and 5. The motion to amend carried with Representatives Courtney and Seifert voting "no". REPRESENTATIVE RAMIREZ moved "do pass as amended. Motion carried with all members present voting yes. (copy attached)

HOUSE BILL #654:

Representative Dussault moved the adoption of the proposed amendments. The motion carried with Representative Seifert voting "no". REPRESENTATIVE DUSSAULT moved "do pass as amended". The motion carried with the vote unanimous. (copy attached)

HOUSE BILL #685:

REPRESENTATIVE BAETH moved "do not pass". REPRESENTATIVE TEAGUE made a substitute motion "do pass". The motion failed with the vote 9 to 8. REPRESENTATIVE BAETH moved a substitute motion to "table". The motion carried with Representatives Teague and McLane voting "no".

HOUSE BILLS #91 and 92:

CHAIRMAN SCULLY took a straw vote to determine if the committee was still in favor of tabling the two bills. The vote for HB 91 was to remain tabled with Representatives Keyser, and Day voting "no". The vote for HB 92 to remain tabled was unanimous.

HOUSE BILL #719:

Representative Courtney moved to adopt the proposed amendments, pages 11 and 20. The motion carried with the vote unanimous. REPRESENTATIVE LORY moved that HB 719 "do pass as amended". The motion carried with the vote unanimous.

HOUSE BILL #720:

REPRESENTATIVE LORY moved "do pass". The motion carried with the vote unanimous.

HOUSE BILL #761:

REPRESENTATIVE RAMIREZ moved to reconsider action taken on a previous meeting. The motion to reconsider passed with the vote 7 to 5. REPRESENTATIVE RAMIREZ moved an additional amendment. The motion carried with Representatives Baeth, Seifert, Scully and Hand voting "no". REPRESENTATIVE RAMIREZ moved "do pass as amended". The motion carried with Representatives Baeth, Seifert, Scully and Hand voting "no".

HOUSE BILL #738:

REPRESENTATIVE DUSSAULT stated the amendments for this bill were not ready and she would present them on the floor. The motion "do pass" was again presented although action had been taken already. The motion carried with the vote unanimous.

HOUSE BILL #739:

REPRESENTATIVE KEYSER reported from the sub-committee and suggested an interim study be conducted. He moved "do not pass" and the motion carried with the following representatives voting "no". Representatives Baeth, Dussault, Holmes and Day.

HOUSE BILL #462:

REPRESENTATIVE RAMIREZ reported from the sub-committee. He moved the proposed amendments. Representative Holmes moved an additional amendment. The motion to amend carried with the vote unanimous. REPRESENTATIVE DUSSAULT moved "do pass as amended". The motion carried with Representatives Conroy, McLane, Seifert and Scully voting "no".

HOUSE BILL #814:

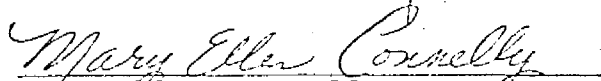
REPRESENTATIVE DAY moved to table this bill which had been held in committee pending the outcome of a similar bill in the Senate. The motion carried with the vote unanimous.

HOUSE BILL #685:

REPRESENTATIVE RAMIREZ moved to take from the table. The motion carried with the vote unanimous. REPRESENTATIVE RAMIREZ moved some amendments. The motion carried. REPRESENTATIVE LORY moved "do pass as amended". The motion carried with the vote unanimous.

The meeting adjourned at 9:55 a.m.



JOHN P. SCULLY, CHAIRMAN

Mary Ellen Connelly, Secretary

COMMITTEE ON Business and Industry

HOUSE BILL NO.	ENTERED COMM.	DATE CONSIDERED	OUT OF COMM.	DO NOT PASS DATE	DO NOT PASS DATE	DO PASS AS AMEND. DATE	BE CON- CURRED IN DATE	BE CONC. IN AS AMENDED DATE	BE NOT CON- CURRED IN DATE
HB 430	2/25/77	3/8/77	3/8/77					3/8/77	
HB 437	2/25/77	3/10-2/19					3/19/77		
HB 476	2/14/77	3/3/77	3/3/77					3/3/77	
HB 570	2/23/77	3/8/77	3/8/77				3/8/77		
HB 610	3/5/77	3/12-3/24	3/24/77					3/24/77	
HB 685	3/5/77	3/12-3/14	3/14/77					3/14/77	
HB 709	3/2/77	3/15/77	3/15/77				3/15/77		
HB 713	2/25/77	REFERRED TO	JUDICIARY						
HB 742	2/25/77	3/10-3/22	3/22/77				3/22/77		
HB 747	3/2/77	3/10/77	3/10/77						3/10/77
HB 760	2/21/77	3/8-3/19	3/19/77						3/19/77
HB 764	2/25/77	3/8-3/19	3/19/77				3/19/77		
HB 525	4/6/77	4/7/77	4/7/77				4/7/77		
HB 837	4/5/77	4/7/77	4/7/77				4/7/77		

(Use Separate Sheet for Senate, House Bills, and Resolutions)

March 12, 1977
11:00 a.m.

MINUTES OF THE MEETING
BUSINESS AND INDUSTRY COMMITTEE
MONTANA STATE SENATE

The meeting of the Business and Industry Committee was called to order by Chairman Frank Hazelbaker on the above date in Room 404 of the State Capitol Building at 11:00 a.m.

ROLL CALL: All members were present with the exception of Senator Regan.

CONSIDERATION OF HOUSE BILL 685. "An Act To Amend Laws Relating To Tenant's Security Deposits To Allow Deductions For Cleaning Expenses And To Delete Requirement For Verification Of The List Of Damages."

Representative Harrison Fagg stated he was chief sponsor of this bill. He stated this is a bill that deals with landlord-tenant problems that have existed over the past 10-15 years regarding cleaning deposits. He stated this was not covered in the landlord-tenant act. This bill will give the tenant a 48-hour option to clean and/or take care of the damages. He stated he had one or two minor amendments which he will leave with the Committee. These are the amendments which contain both Representative Fagg's and Roger Tippy's.

1. Amend page 2, section 1, line 3.
Following: "ACTUAL"
Insert: "and necessary"

2. Amend page 2, section 1, line 5.
Following: "OR"
Strike: "THEIR"
Insert: "his"

3. Amend page 3, section 2, line 8.
Following: "CLEANING"
Strike: "EXPENSE"
Insert: "charges"
Following: "BE"
Strike: "COLLECTED"
Insert: "deducted"

4. Amend page 3, section 2, line 9.

Following: "TENANT."

Strike: "SAID"

Insert: "The"

5. Amend page 3, section 2, line 10.

Following: "INCLUDE"

Strike: ";

6. Amend page 3, section 2, line 11.

Following: line 10.

Strike: "(I)"

Following: "TENANT"

Strike: ";

Insert: " , and"

7. Amend page 3, section 2, line 12.

Following: Line 11.

Strike: "(II)"

8. Amend page 3, section 2, line 14.

Following: "OF"

Strike: "THEIR"

Insert: "its"

Representative Fagg then introduced Eldon L. Piper, Montana Landlord Association.

PROPOSERS:

Eldon L. Piper, Montana Landlord Association. His testimony is attached. (Exhibit #1)

Hearing closed on HB 685.

DISPOSITION OF HOUSE BILL 685.

As Amended
Senator Lowe made a motion that HB 685/Be Concurred In. Senator Kolstad seconded. All were in favor, except for Senator Mohrens.

Senator Lowe will carry this bill on the floor.

CONSIDERATION OF HOUSE BILL 610.

Representative Rex Manuel stated he introduced this bill at the request of the Department of Professional and Occupational Licensing. He stated when they need money, they do not have to come back every year for a request for higher fees. He stated there was some opposition from the horse racing people and barbers. He stated the Business and Industry Committee in the House amended the bill to a set fee of \$15.00. This satisfied the horse racing and barbers. The rest of the Board thought it was alright to give the Board the discretion of raising it instead of coming back in every year.

H6685
H.D. 6-10
BILL HR 58

SENATE

D + D

COMMITTEE

VISITORS' REGISTER

DATE 3/2/77

NAME

REPRESENTING

BILL #

(check one)
SUPPORT ☐ OPPOSE ☐

Edon Rapin

Mont Landford Rapin

685

X

Bette Hostage

League of Women Voters

685

X

Stan Terke

AFSCME AFL CO

145R58

X

Business & Industry COMMITTEE

Date 3-12-1

[illegible]

STANDING COMMITTEE REPORT

March 14

19 77

MR. President

We, your committee on Business and Industry

having had under consideration HOUSE Bill No. 685

Respectfully report as follows: That HOUSE Bill No. 685
third reading, be amended as follows:

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Insert: "and necessary"

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March 14, 1977

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Following: Line 11.
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Following: "OF"
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Insert: "its"

AND AS SO AMENDED, BE CONCURRED IN

STATEMENT IN SUPPORT OF HOUSE BILL 685

The purpose of House Bill 685 is to clarify and correct certain problems with existing statutes on tenant security deposits which was enacted in 1974. The two changes made by this bill are as follows:

1. To eliminate the requirement for verification of the list of damages given by the landlord to the tenant when the tenant moves out.
2. To clarify the existing statutes by making it certain that a landlord can deduct reasonable cleaning charges from a security deposit and insuring that the tenant is protected from abuse of the right to deduct such damages.

Our research has indicated that Montana is the only state that requires a list of damages to be verified. Less than 1 per cent of the landlords in Montana know what it means to require a list of damages to be "verified." Since the landlords do not know what this means they cannot comply with it. To require that a list of damages be verified means that there must be certain technical legal language at the end of the statement which states that the person preparing the list has read the list and the contents of the list are true. The verification must then be notarized by a Notary Public. This means that every time someone moves out having caused damage or without paying the full amount of the rent, a landlord must find a Notary Public to notarize his signature on the statement. This is an unreasonable and highly impractical requirement which should be eliminated.

The use of cleaning deposits in Montana is almost universal among all landlords and tenants. Over 90 per cent of the landlords in Montana have no idea that the law prohibits them from deducting cleaning charges from a security deposit. Montana attorneys are divided in their opinion as to whether or not the existing statute prohibits deduction of cleaning charges

HOUSE BILL NO. 685

INTRODUCED BY FAGG, RAMIREZ

A BILL FOR AN ACT ENTITLED: "AN ACT TO AMEND LAWS RELATING TO TENANTS' SECURITY DEPOSITS TO ALLOW DEDUCTIONS FOR CLEANING EXPENSES AND TO DELETE REQUIREMENT FOR VERIFICATION OF THE LIST OF DAMAGES; AMENDING SECTIONS 42-301, 42-303 THROUGH 42-305, AND 42-308, R.C.M. 1947."

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

Section 1. Section 42-301, R.C.M. 1947, is amended to read as follows:

"42-301. Definitions. As used in this chapter, the following definitions apply:

(1) "Damage" means any and all tangible loss, injury or deterioration of a leasehold premises caused by the willful or accidental acts of the tenant occupying same or by the tenant's family, licensees or invitees, as well as any and all tangible loss, injury or deterioration resulting from the tenant's omissions or failure to perform any duty imposed upon the tenant by law with respect to the leasehold.

(2) "Leasehold premises" means the premises occupied by the tenant together with all common areas, recreational facilities, parking areas and storage facilities to which

the tenant has access as well as all personal property owned or controlled by the landlord the use of which is permitted to the tenant.

(3) CLEANING EXPENSES MEANS THE ACTUAL AND NECESSARY COST OF CLEANING DONE BY AN OWNER OR THEIR HIS SELECTED REPRESENTATIVE FOR CLEANING NEEDS NOT ATTRIBUTABLE TO NORMAL WEAR BROUGHT ABOUT BY THE TENANTS' FAILURE TO BRING THE PREMISE TO THE CONDITION IT WAS AT THE TIME OF RENTING.

~~(3)~~(4) "Security deposit" means value given, in money or its equivalent, to secure the payment of rent by the tenant under a leasehold agreement, or to secure payment for damage to and cleaning of the leasehold premises. If a leasehold agreement or an agreement incident thereto requires the tenant or prospective tenant to provide or maintain in effect any deposit to the landlord for part or all of the term of the leasehold agreement, the deposit shall be presumed to be a security deposit."

Section 2. Section 42-303, R.C.M. 1947, is amended to read as follows:

"42-303. Security deposit -- deductions authorized. Any landlord renting property covered by this section may deduct from the security deposit a sum equal to the damage alleged to have been caused by the tenant together with a sum equal to the unpaid rent owing to the landlord at the time of such deduction and a sum for ~~administrative and~~

REFERENCE BILL

1 ~~custodial expenses, which expenses shall not exceed one~~
 2 ~~percent --- (1%) of the security deposit~~ actual cleaning
 3 ~~expenses. NO CLEANING CHARGES MAY BE IMPOSED FOR NORMAL~~
 4 ~~MAINTENANCE PERFORMED ON A CYCLICAL BASIS BY THE LANDLORD AS~~
 5 ~~NOTED BY THE LANDLORD AT THE TIME THE TENANT OCCUPIES THE~~
 6 ~~SPACE, UNLESS THE LANDLORD IS FORCED TO PERFORM THIS~~
 7 ~~MAINTENANCE BECAUSE OF NEGLIGENCE OF THE TENANT.~~
 8 ~~ADDITIONALLY, NO CLEANING EXPENSE CHARGES CAN BE COLLECTED~~
 9 ~~DEDUCTED UNTIL NOTICE HAS BEEN GIVEN TO THE TENANT. SAID THE~~
 10 ~~NOTICE SHALL INCLUDE:~~

11 ~~1. THE CLEANING NOT ACCOMPLISHED BY THE TENANT, AND~~
 12 ~~2. THE ADDITIONAL AND TYPE OR TYPES OF CLEANING WHICH~~
 13 ~~NEEDS TO BE DONE BY THE TENANT TO BRING THE PREMISES BACK TO~~
 14 ~~ITS CONDITION AT THE TIME OF THEIR ITS RENTING. AFTER THE~~
 15 ~~DELIVERY OF THE NOTICE THE TENANT SHALL HAVE 48 HOURS TO~~
 16 ~~COMPLETE THE REQUIRED CLEANING. No person may deduct or~~
 17 ~~withhold from the security deposit any amount for purposes~~
 18 ~~other than those set forth in this subsection."~~

19 Section 3. Section 42-304, R.C.M. 1947, is amended to
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21 "42-304. List of damages to leased premises. Every
 22 landlord, within thirty (30) days subsequent to the
 23 termination of a tenancy or within thirty (30) days
 24 subsequent to a surrender and acceptance of the leasehold
 25 premises, whichever occurs first, shall provide the

1 departing tenant with a verified written list of any damage
 2 and cleaning charges, BROUGHT AFTER THE PROVISIONS OF 42-303
 3 HAVE BEEN FOLLOWED, to the leasehold premises which the
 4 landlord alleges is the responsibility of the tenant.
 5 Delivery of such list shall be accompanied by payment of the
 6 difference, if any, between the security deposit and the
 7 permitted charges set forth in section 3 [42-303]. Delivery
 8 shall be accomplished by mailing the list and refund to the
 9 tenant's last known address or the new address provided by
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1 lease or creation of a tenancy, a separate written statement
 2 as to the present condition of the premises intended to be
 3 let, as well as a copy of the verified written list of
 4 damage and cleaning charges, if any, provided to the tenant
 5 of the immediately preceding leasehold agreement for the
 6 premises in question.

7 (2) Each written statement of the present condition of
 8 a premises intended to be let shall contain, at least, the
 9 following:

10 (a) a clear and concise statement of the present
 11 condition of the premises known to the landlord or his agent
 12 or which should have been known upon reasonable inspection;

13 (b) if the premises have never previously been let, a
 14 statement indicating such fact;

15 (c) if any damage to the leasehold premises resulting
 16 from the immediately preceding leasehold agreement has not
 17 been restored, a statement indicating such fact and setting
 18 forth such unrestored damage; and

19 (d) the signature of the landlord or his agent.

20 (3) Any person engaged in the rental of property for
 21 residential purposes who fails to furnish a prospective
 22 tenant, prior to the execution of the lease or creation of
 23 the tenancy, with a separate written statement of the
 24 present condition of the premises intended to be let and, if
 25 any, a verified written list of damage and cleaning charges

1 provided to the tenant of the immediately preceding
 2 leasehold agreement, shall be barred from recovering any sum
 3 for damage to or cleaning of the leasehold premises unless
 4 he can establish by clear and convincing evidence that the
 5 damage occurred during the tenancy in question and was
 6 caused by the tenant occupying the leasehold premises or the
 7 tenant's family, licensees or invitees."

-End-